

REMARKS

Claims 1 – 28 are in the application. Claims 1, 12, 15, 26, and 28 are currently amended; and claims 2 – 11, 13, 14, 16 – 25, and 27 remain unchanged from the original versions thereof. Claims 1, 10, 12, 15, 18, 22, and 26 – 28 are the independent claims herein.

Claims 1, 12, 15, and 26 – 28 are currently amended to clarify that the recited recurring payment for the lease and the recurring payment for the loan are “over said term”. Applicant respectfully submits that such meaning was clear from the previous version of claims 1, 12, 15, and 26 – 28 but are clarified herein to advance prosecution. Accordingly, no new matter has been added to the application as a result of the amendments submitted herewith.

Reconsideration and further examination are respectfully requested.

Claim Rejections – 35 USC § 102(e)

Claims 1 – 28 were rejected as being anticipated by U.S. Patent No. 6,725,201 (hereinafter, Joao). This rejection is respectfully traversed.

Claim 1 relates to a method for identifying an alternative financial product including calculating a payment difference between a loan and a lease for an item, the loan and the lease having a term, the payment difference including at least a recurring payment difference equal to a difference between a recurring payment for the loan over the term and a recurring payment for said lease over the term; identifying an investment option, the investment option having an expected rate of return; and calculating an investment value at the end of the term based on investment of the payment difference in the investment option. Thus, it is clear the claimed method includes calculating the payment difference that includes a difference between a recurring payment for the loan over the term and a recurring payment for the lease over the term.

Claims 10, 15, 18, 22, 26, and 27 each claim calculating a payment difference that includes a difference between a recurring payment for the loan over the term and a recurring payment for the lease over the term, in a manner similar to claim 1. Independent claims 12 and 28 recite applying a first portion of a periodic payment and a second periodic payment wherein the second portion of the periodic payment is equal to a payment difference between a recurring lease payment over a term associated with the lease and the loan and a recurring loan payment over the term. Thus, each of the independent claims in the application recite a payment difference between a recurring lease payment over a term associated with the lease and the loan and a recurring loan payment over the term.

The cited and relied upon Joao reference is generally concerned with processing lease insurance information relating to providing insurance for excess wear and tear and/or post warranty repairs for a leased entity. (See Joao, Abstract) In particular, Joao discloses a database (7) of a system and a number of processes (21 – 23, 31, 51 – 53, 61, 81 – 83, and 91) for inputting lease information, individual/entity information and calculation of expected wear and tear. (See Joao, FIGS. 2A – 4B and corresponding discussion of same).

Contrary to the Office Action's characterization of Joao, Joao does not disclose identifying or calculating a payment difference between a recurring payment for a loan over a term and a recurring payment for a lease over the term. Instead Joao discloses inputting data and/or information related to a lease or entity that includes “includes article year, model, article components and/or systems along with their repair costs, replacement costs, probability of damage, probability of post-warranty repairs necessitated by wear and tear, damage, malfunctioning components and/or systems and defects in materials, parts, components, systems and/or workmanship, average costs for repairs, historical leasing data including typical repair costs and average total excess wear and tear costs for the entire article. Article leasing data and/or information also includes locality, regional and geographical data which is correlated with excess wear and tear along with data and/or information which is related to use habits and/or

patterns in a given area or areas. Data and information related to individuals and/or business entities, by region, occupation, etc., including use habits, leasing histories, etc., will also be included in the database.” (See Joao, col. 3, ln. 14 – 30) The Examiner is also directed to review col. 7, ln. 4 – 13 where Joao further discusses data explicitly related to excess wear and tear and/or repair of a leased item. Joao is explicitly concerned with the costs, if any, related to excess wear and tear and/or repair of a leased item.

In contrast to Applicant’s claims, Joao does not disclose or suggest the claimed calculating or identifying of the payment difference between a recurring lease payment over a term associated with the lease and the loan and a recurring loan payment over the term. This is true since Joao is not concerned with the difference between the recurring or periodic cost of a loan and a lease for an item but instead relates to the excess wear and tear and/or repair costs of a leased item. The excess wear and tear and/or repair of a leased item is different than and totally independent from any recurring lease and loan payments.

The Examiner’s attention is respectfully directed to col. 7, ln. 22 – 45 wherein the terms “excess wear and tear and damage” and post-warranty repair” are defined. As stated therein, neither term relates to a recurring payment. The excess wear and tear and damage and post-warranty repair costs are one time costs determined at an end of the lease.

Furthermore, the disclosed excess wear and tear and/or repair costs of a leased item are not the same as or suggestive of Applicant’s claimed calculating or identifying of the payment difference between a recurring lease payment over a term associated with the lease and the loan and a recurring loan payment over the term.

Pending claims 2 – 9, 11, 13, 14, 16, 17, 19 – 21, and 23 – 25 not specifically referred to in this discussion, are dependent claims and are submitted as patentable on the same basis as their parent independent claims.


Accordingly, Applicant respectfully requests the reconsideration and withdrawal of the rejection of claims 1 – 28 under 35 USC 102(e) and the allowance of same.

CONCLUSION

Accordingly, Applicants respectfully request allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present application, the Examiner is kindly invited to contact the undersigned via telephone at (203) 972-0081.

Respectfully submitted,

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